

CONFORM AND RETURN

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6 Attorneys for Plaintiff
 7 WORLD AIRWAYS, INC.

FILED

2009 OCT 23 PM12:08

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY

8 **IN THE UNITED STATES DISTRICT COURT**
 9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

10 **WORLD AIRWAYS, INC., a Delaware**
 11 **Corporation,**

12 **Plaintiff,**

13 **vs.**

14 **TEU PRODUCT COMPANY, fka ENMEX**
 15 **CORPORATION, dba TRANS ENERGY**
 16 **USA, a California corporation, and DOES**
 1-10,

17 **Defendants.**

CV09 07715

SJO (CTx)

Case No.

VERIFIED COMPLAINT FOR:

1. BREACH OF CONTRACT;
2. BREACH OF THE
COVENANT OF GOOD
FAITH AND FAIR DEALING;
3. CONVERSION;
4. COMMON COUNTS; and
5. VIOLATION OF BUSINESS
AND PROFESSIONS CODE
§ 17200

DEMAND FOR JURY TRIAL

1 Plaintiff World Airways, Inc. ("WORLD") alleges as follows:

2 **JURISDICTION AND VENUE**

3 1. This Court has original jurisdiction over this dispute because diversity
 4 of citizenship exists between the parties and the amount in controversy exceeds
 5 \$75,000.00. 28 U.S.C. § 1332(a). The Central District is the proper venue because
 6 the contract that is the subject of this Verified Complaint was formed in this District,
 7 and WORLD wired the prepayments that are one element of its damages to a bank
 8 account of defendant Trans Energy USA ("TRANS ENERGY") in this District.

9 **PARTIES**

10 2. WORLD is a Delaware corporation with its principal place of business
 11 in Atlanta, Georgia. At all times material to this dispute, WORLD was a global
 12 provider of passenger and cargo air transportation services to the United States Air
 13 Force, international airlines, freight forwarders, international leisure tour operators,
 14 and cruise ship companies.

15 3. TEU Product Company, formerly known as Enmex Corporation and
 16 doing business as TRANS ENERGY, is a California corporation with its principal
 17 place of business in Los Angeles, California. At all times material to this dispute,
 18 TRANS ENERGY was a provider of fuel to aviation operators such as WORLD.

19 4. WORLD is informed and believes, and on that basis alleges, that DOES
 20 1 through 20 are legally responsible for the actions alleged in this Verified
 21 Complaint, and proximately caused the damages alleged herein. The true names and
 22 capacities, whether individual, corporate, partnership, or otherwise, of DOES 1
 23 through 20, are not known to WORLD at this time. When such names and
 24 capacities are ascertained, WORLD will seek leave of the Court to amend this
 25 Verified Complaint to allege the true names and capacities.

26 5. WORLD is informed and believes, and on that basis alleges, that the
 27 defendants in this action were the agents, authorized representatives, joint venturers,
 28 partners, and/or alter egos of one another, and, in doing the acts alleged in this

1 Verified Complaint, did so jointly and for a common purpose, within the course and
 2 scope of his, her, or its authority as such agent, representative, joint venturer,
 3 partner, and/or alter ego, with the knowledge, consent, permission, and ratification
 4 of each other.

5 **GENERAL ALLEGATIONS**

6 6. On or about September 15, 2008, WORLD and TRANS ENERGY
 7 began to negotiate a fuel agreement. The fuel was for flights out of George Bush
 8 Intercontinental Airport in Houston, Texas. WORLD and TRANS ENERGY
 9 exchanged written correspondence for approximately one week during the course of
 10 their negotiation.

11 7. During their negotiation, WORLD and TRANS ENERGY discussed a
 12 prepayment plan. Under the plan, WORLD would pay TRANS ENERGY for the
 13 estimated amount of fuel needed for the following week. The price of the fuel
 14 would be determined by the standard industry rate – as determined on a weekly
 15 basis by the Platt organization – plus a differential of \$.0625 per gallon. The
 16 agreement was to take effect on October 1, 2008, and continue through September
 17 30, 2009. At WORLD's request, TRANS ENERGY finalized the parties'
 18 agreement on September 19, 2008, by providing WORLD with wiring information
 19 for TRANS ENERGY's bank account, and also with TRANS ENERGY's federal
 20 identification number. The agreement between WORLD and TRANS ENERGY
 21 shall be referred to in this Verified Complaint as the "Prepayment Agreement."

22 8. Between October 31, 2008, and January 16, 2009, WORLD made
 23 fifteen payments to TRANS ENERGY pursuant to the Prepayment Agreement,
 24 totaling \$4,275,000.00. In return, TRANS ENERGY provided WORLD with fuel.
 25 After providing the fuel, TRANS ENERGY deducted the actual cost of the fuel
 26 from the estimated prepayment balance advanced by WORLD. TRANS ENERGY
 27 later sent invoices to WORLD reflecting the amount of the deduction. At the end of
 28 each month, TRANS ENERGY provided WORLD with a monthly statement.

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1 9. On or about January 27, 2009, TRANS ENERGY informed WORLD
2 that TRANS ENERGY would not provide WORLD with fuel in accordance with the
3 Prepayment Agreement. As a result of TRANS ENERGY's breach, WORLD was
4 forced to buy replacement fuel from World Fuel Services, a third-party supplier with
5 offices in Houston, Texas. The fuel purchased from World Fuel Services was sold
6 at a differential of \$.0735, meaning that it was \$.011 more per gallon than the fuel
7 sold by TRANS ENERGY. Between January 28, 2009, and September 28, 2009,
8 WORLD purchased 2,121,344 gallons of fuel from World Fuel Services that
9 otherwise would have been purchased from TRANS ENERGY. WORLD incurred
10 an additional expense of \$23,334.78 as a result of having to buy fuel from an
11 alternative supplier due to TRANS ENERGY's failure and refusal to perform.

12 10. On January 28, 2009, WORLD demanded a refund from TRANS
13 ENERGY in the amount of \$459,012.01. This amount represented prepayments
14 advanced by WORLD to TRANS ENERGY, and was the outstanding balance in
15 TRANS ENERGY's account as of January 27, 2009, when TRANS ENERGY
16 stopped delivering fuel to WORLD. TRANS ENERGY did not respond to
17 WORLD's demand for a refund.

18 11. On February 5, 2009, WORLD demanded an accounting report from
19 TRANS ENERGY for the month of January 2009. WORLD also inquired as to the
20 status of its refund. TRANS ENERGY did not provide an accounting. Nor did it
21 respond to WORLD's inquiry regarding the refund, or refund the monies owed.

22 12. On February 13, 2009, WORLD informed TRANS ENERGY that it
23 had not received a response to its demand for an accounting. WORLD again
24 inquired as to when it would receive its refund. TRANS ENERGY did not respond.

25 13. On March 12, 2009, WORLD once again asked TRANS ENERGY
26 about the status of the refund, and reminded TRANS ENERGY of its prior inquiries
27 regarding the account. TRANS ENERGY again failed to respond.

28

1 14. On March 17, 2009, WORLD reiterated to TRANS ENERGY that it
2 had made several prior demands for a refund without receiving a response.
3 WORLD provided TRANS ENERGY with banking instructions for electronic
4 wiring of funds, and demanded that TRANS ENERGY return the \$459,012.01
5 balance by March 20, 2009.

6 15. After receiving no response to any of its inquiries, WORLD sent a final
7 demand letter to TRANS ENERGY on March 19, 2009.

8 16. To date, TRANS ENERGY has not responded to any of WORLD's
9 demands for a refund of its prepayment balance. WORLD has not been reimbursed
10 for a single penny of the \$459,012.01 credit balance.

FIRST CLAIM

(Breach of Contract Against All Defendants)

13 17. WORLD incorporates by reference Paragraphs 1 through 16 of this
14 Verified Complaint.

15 18. The Prepayment Agreement is an enforceable written agreement
16 confirmed through a course of conduct.

17 19. TRANS ENERGY breached the Prepayment Agreement by failing to
18 deliver fuel or return to WORLD the \$459,012.01 credit balance that existed on
19 January 27, 2009, when TRANS ENERGY informed WORLD that it would
20 discontinue providing fuel.

21 20. WORLD performed all of its obligations under the Prepayment
22 Agreement, including its obligation to pay TRANS ENERGY for fuel by making
23 prepayments in return for expected deliveries of fuel.

24 21. TRANS ENERGY's breach of the Prepayment Agreement has directly
25 and proximately caused damage to WORLD. These damages include, but are not
26 limited to, the \$459,012.01 in prepayments that TRANS ENERGY has failed and
27 refused to return to WORLD, and the \$23,334.78 in damages that WORLD suffered

1 as a result of purchasing fuel at a higher price from an alternative supplier following
2 TRANS ENERGY's breach.

3 **SECOND CLAIM**

4 (Breach of the Covenant of Good Faith and Fair Dealing Against All Defendants)

5 22. WORLD incorporates by reference Paragraphs 1 through 21 of this
6 Verified Complaint.

7 23. The Prepayment Agreement contained an implied covenant of good
8 faith and fair dealing that neither WORLD nor TRANS ENERGY would do
9 anything to frustrate the purpose of the Prepayment Agreement or interfere with its
10 performance.

11 24. TRANS ENERGY breached the implied covenant of good faith and fair
12 dealing by failing and refusing to return the \$459,012.01 credit balance, provide
13 WORLD with fuel, respond to any of WORLD's inquiries regarding the status of its
14 refund, or respond to any of WORLD's demands for a refund and an accounting.

15 25. TRANS ENERGY's breach of the implied covenant of good faith and
16 fair dealing actually and proximately caused damage to WORLD. These damages
17 include, but are not limited to, the \$459,012.01 in prepayments that TRANS
18 ENERGY has failed and refused to return to WORLD, and the \$23,334.78 in
19 damages that WORLD suffered as a result of purchasing fuel at a higher price from
20 an alternative supplier following TRANS ENERGY's breach.

21 **THIRD CLAIM**

22 (Conversion Against All Defendants)

23 26. WORLD incorporates by reference Paragraphs 1 through 25 of this
24 Verified Complaint.

25 27. WORLD has a right to the \$459,012.01 credit balance. TRANS
26 ENERGY does not.

27 28. TRANS ENERGY wrongfully retains possession of the funds, and
28 refuses to respond to any of WORLD's demands for a refund or collection.

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1 29. TRANS ENERGY's refusal to return the funds has actually and
2 proximately caused damage to WORLD in an amount including, but not limited to,
3 \$459,012.01.

FOURTH CLAIM

(Common Counts Against All Defendants)

6 30. WORLD incorporates by reference Paragraphs 1 through 29 of this
7 Verified Complaint.

8 31. Within the last four years, TRANS ENERGY became indebted to
9 WORLD in the sum of \$459,012.01, for money had and received.

10 32. WORLD has repeatedly demanded payment from TRANS ENERGY.
11 The last demand was made on March 19, 2009.

12 33. No payment has been made from TRANS ENERGY to WORLD.
13 There is now due and owing from TRANS ENERGY to WORLD the sum of
14 \$459,012.01, plus interest on that amount at the legal rate.

FIFTH CLAIM

(Violation of Business and Professions Code § 17200 Against All Defendants)

17 34. WORLD incorporates by reference Paragraphs 1 through 33 of this
18 Verified Complaint.

19 35. WORLD has repeatedly demanded that TRANS ENERGY return to
20 WORLD the \$459,012.01 credit balance. WORLD has repeatedly demanded that
21 TRANS ENERGY furnish WORLD with an accounting.

22 36. TRANS ENERGY refuses to return the \$459,012.01 credit balance. It
23 also refuses to provide an accounting, or otherwise respond to WORLD's demands.

24 37. TRANS ENERGY has retained the \$459,012.01 credit balance
25 advanced by WORLD, without any explanation or justification. TRANS
26 ENERGY's conduct is unlawful in that it constitute a violation of California Penal
27 Code section 503 *et seq.* It is also unfair in that it constitutes bad faith business
28 dealings, willful neglect, is in direct contravention of the Prepayment Agreement

1 and the course of dealing between TRANS ENERGY and WORLD, and would
2 allow TRANS ENERGY to obtain an unjust benefit and advantage by entering into
3 prepayment arrangements, reneging on its obligations, and retaining the amount of
4 the outstanding prepayments for its own use and benefit.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, WORLD prays for relief and judgment as follows:

7 On the First Claim for Breach of Contract:

- 8 1. For compensatory damages in an amount not less than \$459,012.01;
- 9 2. For consequential damages in an amount not less than \$23,334.78;
- 10 3. For interest at the legal rate of 10% per annum;
- 11 4. For such other relief that the Court deems just and proper.

12 On the Second Claim for Breach of the Covenant of Good Faith and Fair Dealing:

- 13 1. For compensatory damages in an amount not less than \$459,012.01;
- 14 2. For consequential damages in an amount not less than \$23,334.78;
- 15 3. For interest at the legal rate of 10% per annum;
- 16 4. For such other relief that the Court deems just and proper.

17 On the Third Claim for Conversion:

- 18 1. For compensatory damages in the amount of \$459,012.01;
- 19 2. For interest at the legal rate of 10% per annum;
- 20 3. For punitive damages;
- 21 4. For such other relief that the Court deems just and proper.

22 On the Fourth Claim for Common Counts:

- 23 1. For compensatory damages in the amount of \$459,012.01;
- 24 2. For interest at the legal rate of 10% per annum;
- 25 3. For such other relief that the Court deems just and proper.

26 On the Fifth Claim for Violation of Business and Professions Code Section 17200:

- 27 1. For restitution in the amount of \$459,012.01;
- 28 2. For interest at the legal rate of 10% per annum;

1 3. For such other relief that the Court deems just and proper.
2
3

4 Dated: October 23, 2009
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6

BRYAN CAVE LLP

7 By: 
8 KAMAO C. SHAW
9 Attorneys for Plaintiff
10 WORLD AIRWAYS, INC.
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VERIFICATION

I, Scott Pemberton, declare as follows:

I am employed as the Manager of the Fuel Procurement Department for World Airways, Inc., a Delaware Corporation, and a party to this action. I am over the age of 18 years. I have personal knowledge of the relationship between World Airways and Trans Energy USA regarding Trans Energy's provision of fuel to World, and World's damages after Trans Energy breached the parties' contract. I have read the foregoing Verified Complaint and know its contents. I certify that the same is true from my own knowledge in the capacity described above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 15th day of October, 2009, at 4:00 pm.

John C. Rehder

Bryan Cave LLP
120 Broadway, Suite 300
Santa Monica, California 90401-2386

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge S. James Otero and the assigned discovery Magistrate Judge is Carolyn Turchin.

The case number on all documents filed with the Court should read as follows:

CV09 - 7715 SJO (CTx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====
NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

John W. Amberg (Cal. Bar No. 108166)
 Kamao C. Shaw (Cal. Bar No. 253350)
 Bryan Cave LLP
 120 Broadway, Suite 300
 Santa Monica, CA 90401 Tel: (310) 576-2100

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

WORLD AIRWAYS, INC., a Delaware Corporation,	CASE NUMBER
	CV09 07715 SJO (CTx)
PLAINTIFF(S) v. TEU PRODUCT COMPANY, fka ENMEX CORPORATION, dba TRANS ENERGY USA, a California corporation, and DOES 1-10,	SUMMONS
DEFENDANT(S).	

TO: DEFENDANT(S): TEU PRODUCTION COMPANY, fka ENMEX CORPORATION, dba TRANS ENERGY USA

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Kamao C. Shaw, whose address is Bryan Cave LLP, 120 Broadway, Suite 300, Santa Monica, CA 90401. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

OCT 23 2009
Dated: _____

By: CHRISTOPHER POWERS
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3).]

1 (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) WORLD AIRWAYS, INC., a Delaware corporation		DEFENDANTS TEU PRODUCT COMPANY, fka ENMEX CORPORATION, dba TRANS ENERGY USA, a California corporation, and DOES 1-20			
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) John W. Amberg (Cal. Bar No. 108166) Kamao C. Shaw (Cal. Bar No. 253350) Bryan Cave LLP		Attorneys (If Known)			
II. BASIS OF JURISDICTION (Place an X in one box only.)		III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.)			
<input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)		Citizen of This State PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1 Incorporated or Principal Place of Business in this State PTF <input type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4			
<input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)		Citizen of Another State PTF <input type="checkbox"/> 2 DEF <input type="checkbox"/> 2 Incorporated and Principal Place of Business in Another State PTF <input checked="" type="checkbox"/> 5 DEF <input type="checkbox"/> 5			
		Citizen or Subject of a Foreign Country PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3 Foreign Nation PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6			
IV. ORIGIN (Place an X in one box only.)					
<input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge					
V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.) CLASS ACTION under F.R.C.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MONEY DEMANDED IN COMPLAINT: \$ 482,346.79					
VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) Plaintiff sues for breach of contract, breach of the implied covenant, conversion, common counts, and violation of Business and Profession Code section 17200.					
VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input checked="" type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 520 Other Personal Property Damage <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV09 07715

FOR OFFICE USE ONLY: Case Number:

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed or closed? No Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Delaware

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

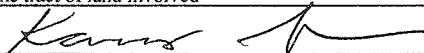
County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date October 23, 2009

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))